

APPROVAL OF CONSENT AGENDA

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Herb Hyman/797-1016

PREPARED BY: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: FRANCHISE EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE FRANCHISE WITH E.A.S.E. FOUNDATION, INC. FOR BUS SHELTERS.

REPORT IN BRIEF: The Town awarded a franchise to E.A.S.E. Foundation, Inc. for the placement of bus shelters at bus stop locations by Resolution R-88-189. The franchise agreement provides for the extension of this franchise for additional five (5) year terms by mutual agreement of the parties. The Town Council exercised options to extend this agreement by Resolution R-2003-275. The parties would again like to exercise the option to extend this franchise agreement for an additional five (5) year term.

PREVIOUS ACTIONS: Resolutions R-88-189, and R-2003-275.

CONCURRENCES: A letter from E.A.S.E. Foundation, Inc. is attached.

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Letter from E.A.S.E. Foundation, Inc., Resolution R-88-189, Resolution R-2003-275

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
EXTENDING THE FRANCHISE WITH E.A.S.E. FOUNDATION, INC.
FOR BUS SHELTERS.

WHEREAS, the Town of Davie and the E.A.S.E. Foundation, Inc. entered into an agreement dated August 3, 1988 granting unto E.A.S.E. Foundation, Inc. an exclusive franchise for the placement of bus shelters by Resolution R-88-189; and

WHEREAS, the original franchise agreement was subsequently extended by Resolution R-2003-275; and

WHEREAS, paragraph 9 of the Agreement provides for the term to be extended for additional five (5) year terms by mutual agreement of the parties; and

WHEREAS, the parties desire to exercise this renewal option.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby grants a five (5) year extension to the franchise between the Town of Davie and E.A.S.E. Foundation, Inc. for the placement of bus shelters at bus stop locations.

SECTION 2. Such franchise shall be for a period of five (5) years commencing on October 1, 2008.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____,
2008

MAYOR/COUNCILMEM
BER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

**EASE Foundation, Inc.
6901 Orange Drive, Davie, Florida 33314**

August 20, 2008

Mr. Herb Hyman
Town of Davie
6591 Orange Drive
Davie, Florida 33314

Dear Herb:

This letter is to confirm that the EASE Foundation, Inc. is satisfied with the arrangement we have with our vendors and the Town of Davie concerning the bus shelter agreement which we have had for the past twenty years.

We would like to extend this agreement with the Town Council for an additional five years as called for in the original agreement dated August 3, 1988. We assume that this can be taken care of on the consent agenda at the next Council meeting Wednesday, September 3, 2008.

If you have any questions please give me a call at 954-797-1077.

Sincerely,

Linda J. Owen
EASE Foundation, Inc.

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: All

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE FRANCHISE WITH E.A.S.E. FOUNDATION, INC. FOR BUS SHELTERS.

REPORT IN BRIEF: The Town awarded a franchise to E.A.S.E. Foundation, Inc. for the placement of bus shelters at bus stop locations by Resolution R-88-189. The franchise agreement (paragraph 9) provides for the extension of this franchise for additional five (5) years terms by mutual agreement of the parties. The parties would again like to exercise the option to extend this franchise for an additional five (5) year term.

PREVIOUS ACTIONS: Resolution R-88-189.

CONCURRENCES: n/a.

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost: N/A

Account Name: N/A.

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Resolution R-88-189.

RESOLUTION NO. R-2003-275

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE FRANCHISE WITH E.A.S.E. FOUNDATION, INC. FOR BUS SHELTERS.

WHEREAS, the Town of Davie and the E.A.S.E. Foundation, Inc. entered into an agreement dated August 3, 1988 granting unto E.A.S.E. Foundation, Inc. an exclusive franchise for the placement of bus shelters by Resolution R-88-189; and

WHEREAS, paragraph 9 of the Agreement provides for the term to be extended for additional five (5) year terms by mutual agreement of the parties; and

WHEREAS, the parties desire to exercise this renewal option.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby grants a five (5) year extension to the franchise between the Town of Davie and E.A.S.E. Foundation, Inc. for the placement of bus shelters at bus stop locations.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

RESOLUTION NO. R-88-189

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING AN AGREEMENT BETWEEN THE
TOWN OF DAVIE, FLORIDA, AND THE E.A.S.E
FOUNDATION, INC., A FLORIDA NON PROFIT
CORPORATION.

WHEREAS, the Town of Davie, Florida, wishes to make available to
residents shelter from inclement weather at bus stops; and,

WHEREAS, the Town of Davie, Florida, wishes to supply these needs
at no cost to the Town; and,

WHEREAS, E.A.S.E Foundation, Inc. desires to erect and maintain
these bus stop shelters for use by the general public; and,

WHEREAS, the E.A.S.E. Foundation, Inc. shall receive all revenues
derived from the leasing space within the shelters.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF DAVIE, FLORIDA:

SECTION 1. That the Town Council of the Town of Davie does
hereby adopt said agreement between the Town of Davie and the E.A.S.E.
Foundation, Inc., attached hereto as Exhibit A.

SECTION 2. This resolution shall become effective immediately
upon its passage and approval.

PASSED AND ADOPTED this 3rd day of August, 1988

J. J. Cannata
MAYOR/COUNCILMAN

ATTEST:

Barbara Bergamini
Assistant TOWN CLERK

APPROVED THIS 3rd DAY OF August, 1988

A G R E E M E N T

THIS AGREEMENT made and entered into this 3rd day of August, 1988, by and between the Town of Davie, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as the "TOWN") and E.A.S.E. FOUNDATION, INC., a Florida nonprofit corporation (hereinafter referred to as "E.A.S.E.").

W I T N E S S E T H :

WHEREAS, the TOWN needs to supply residents with shelter from inclement weather at bus stops and desires to cause such needs to be satisfied at no cost to the TOWN; and

WHEREAS, E.A.S.E. desires to cause the erecting and maintaining of such needed bus stop shelters for use by the general public in order to cause to be sold and placed advertising within certain of said bus stop shelters.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. The above recitals are true and correct and are incorporated herein as a material part of this Agreement.
2. The TOWN hereby gives E.A.S.E. the exclusive right to provide bus shelters in the TOWN.
3. E.A.S.E. shall cause to be erected bus shelters, substantially as described and depicted on Exhibit "A" attached hereto and by reference made a part hereof on the public right-of-way within the TOWN, at each of as many sites as are mutually agreed upon between the TOWN and E.A.S.E.; however, it is agreed that E.A.S.E. shall have the right to cause at least fifteen (15) shelters to be erected, at locations mutually determined by E.A.S.E. and the TOWN Administrator according to the following schedule:
 - A. Five shelters - upon execution of this Agreement;
 - B. Five shelters - six (6) months after execution of this Agreement; and
 - C. Five shelters - twelve (12) months after execution of this Agreement.

It is the understanding between the parties that additional shelters may be approved as the TOWN grows and its mass transit needs increase.

4. Within such shelters, E.A.S.E. may cause to be displayed certain advertising; however, if any product or service advertised is found to be objectionable by the TOWN, it shall be removed upon receipt of written request of the TOWN. All revenues derived from the leasing of advertising space in the shelters shall be the property of E.A.S.E., it being specifically acknowledged that the TOWN shall not have any interest in any such revenues.
5. E.A.S.E. shall cause the bus stop shelters to be erected, installed, lighted, cleaned, maintained, repaired or replaced in compliance with all applicable codes at no cost to the TOWN. General maintenance to the shelters shall be performed weekly and any damage to same shall be repaired within forty-eight (48) hours of the time said damage is reported to E.A.S.E.
6. E.A.S.E. shall hold the TOWN harmless in connection with any claims or other demands for damages or injuries or negligence which may be filed against the TOWN, including attorneys' fees and the cost of defending any litigation in connection with any claim for injury or damage arising from the use, location and/or operation of the bus stop shelters which are the subject of this Agreement.
7. E.A.S.E. shall cause to be provided, at no cost to the TOWN, a One Million (\$1,000,000.00) Dollar public liability policy of insurance with respect to the bus stop shelters which are the subject of this Agreement, naming the TOWN and all governing bodies, as their interests may appear, as co-insureds, with licensed carriers acceptable to the TOWN.
8. E.A.S.E. shall cause the bus stop shelters to be coordinated and integrated with the Broward County Mass Transit Authority.
9. The term of this Agreement shall be for five (5) years, commencing from the date of the TOWN'S execution hereof, and will be extended for additional five (5) year terms by agreement of both parties, their successors or assigns.
10. Upon a "space available" basis, TOWN-approved public service

announcements will be advertised within the shelters.

11. E.A.S.E. shall be permitted to assign or sublet its interest in this Agreement to G&S Advertising, Inc., a Florida corporation, without the TOWN'S prior approval; provided, however, that said assignment or sublease is under such terms and conditions not inconsistent with the provisions of this Agreement.
12. In the event either party has recourse to court action in order to enforce this Agreement, the prevailing party shall recover from the non-prevailing party, all court costs, including attorneys' fees on the trial and appellate levels.
13. Notice to either party shall be made by certified mail-return receipt requested to the TOWN at:

TOWN OF DAVIE
6591 S.W. 45TH STREET
DAVIE FLORIDA, 33314

and to E.A.S.E. at:

E.A.S.E. FOUNDATION, INC.

14. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all of the parties hereto.
15. This Agreement and all amendments hereto shall be construed in accordance with the laws of the State of Florida.
16. This Agreement sets forth the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

Sandra Sibley
Karen Green

Alma Carale
Dan Sacco

THE TOWN OF DAVIE, a
municipal corporation

By: [Signature]
Date: 8/3/88 Mayor

ATTEST: Barbara Bergamini
DATE: 8/3/88 Town Clerk
(Municipal Seal)

E.A.S.E. FOUNDATION, INC., a
Florida nonprofit corporation

Karen B. Schuch
Susan Dean

By: [Signature]
DATE: 7/28/88

7/20/88